director-general after the adjudication. *Held*, that the trustee was entitled to this money. *Matter of Evans*, 42 Am. B. Rep. 448 (Dist. Ct., W. D., Tenn.).

If the debtor had no previous legal right to the property in question, his trustee in bankruptcy has no right to the property. So where by the local law a contingent remainderman has no present interest during the life of the life tenant, the trustee does not take property vesting after the adjudication. *In re Hoadley*, 101 Fed. 233. Or where there is a mere expectancy of acquiring property through the exercise of a power of appointment, property acquired through the exercise of the power after adjudication does not pass to the trustee. *In re Wetmore*, 99 Fed. 703 (affirmed in 108 Fed. 991). Similarly, if the debtor has made a claim for a reward, which has not been allowed by the government prior to the adjudication, the trustee does not take. See *In re Ghazal*, 169 Fed. 147, 148. See WILLISTON, CASES ON BANKRUPTCY, 2 ed., 435, note. If the debtor had a claim against the government which was not only valid but enforceable, it should pass to the trustee. *Bank of Commerce* v. *Downie*, 218 U. S. 345. If the property of the bankrupt had been destroyed or wrongfully seized by this or a foreign government, so that the debtor had a valid though unenforceable claim, the trustee should take any proceeds therefrom realized after the adjudication. *Comegys* v. *Vasse*, 1 Pet. (U. S.) 193; *Phelps* v. *McDonald*, 99 U. S. 298; *Williams* v. *Heard*, 140 U. S. 529. Similarly, if such a claim exists because of money paid or services rendered to the government, the trustee should take its proceeds. *Milnor* v. *Metz*, 16 Pet. (U. S.) 221. *Cf. Price* v. *Forrest*, 173 U. S. 410; *Calder* v. *Henderson*, 54 Fed. 802. But see *Emerson* v. *Hall*, 13 Pet. (U. S.) 409; *In re Ghazal*, *supra*. It seems correct to treat the money in question in the principal case as the proceeds of a valid claim for additional pay for services rendered within the above authorities.

CARRIERS — LIMITATION OF LIABILITY — TERMINATION OF LIABILITY — EFFECT OF PROVISIONS OF SPECIAL CONTRACT. — The plaintiff shipped goods on the defendant's road consigned to himself. The provisions of the bill of lading were: (1) shipper to unload at his own risk; (2) carrier to be under no liability with respect to the goods except in the actual transportation; (3) no claim which may accrue to the shipper under the contract to be sued on unless such claim be made within five days after removal of the stock from the car. The car had been on a delivery siding one half hour, and the shipper was unloading, when the defendant railway negligently backed a train into it. The shipper made no claim as required, and the carrier defended on that ground. *Held*, that the shipper could not recover. Clark, McKenna, Brandeis, and Day, JJ., dissenting. *Erie Railroad Co.* v. *Shuart et al.*, U. S. Sup. Ct. No. 342, October Term, 1918.

A railroad cannot by contract exempt itself from liability for negligent injury to goods in interstate shipment. *Adams Express Co.* v. *Croninger*, 226 U. S. 491. See 34 STAT. AT L. 595, known as the Carmack Amendment. So neither the first nor the second provision above will protect the carrier from liability for its own negligent injury to the goods. But the five-day notice clause is effective under Supreme Court decisions. *Chesapeake & Ohio R. Co.* v. *McLaughlin*, 242 U. S. 142; *B. & O. Ry. Co.* v. *Leach*, U. S. Sup. Ct. No. 132, October Term, 1918. It then furnishes a good defense if the claim accrued under the contract. That term cannot refer only to contractual liability, since it includes a claim for a tort in the actual carriage. *Chesapeake & Ohio R. Co.* v. *McLaughlin*, *supra*; *B. & O.* v. *Leach*, *supra*. It includes likewise a claim while the carrier is liable as warehouseman. *C. C. C. & St. Louis R. Co.* v. *Dettlebach*, 239 U. S. 588. See *So. Ry.* v. *Prescott*, 240 U. S. 632, 637. So long as the carrier remained in possession of the goods, therefore, whether as carrier or warehouseman, the relationships created by the contract had not terminated, and a claim for the carrier's negligent injury to the goods would

seem to accrue under the contract. See *So. Ry.* v. *Prescott, supra*, 639. In the instant case the shipper had started but not completed the act of assuming control; the stock remained in the car and was not out of the carrier's possession. See *Young* v. *Hichens*, 6 Q. B. 606. The claim did then accrue under the contract, and the shipper's failure to give notice afforded the carrier a good defense. It would seem that the question of termination of transportation as discussed in authorities relative to the change from carrier's to warehouseman's liability, a question to which the court directed much attention, was immaterial.

CONSTITUTIONAL LAW — INTERSTATE COMMERCE — CONTROL BY STATES — INTERSTATE BRIDGES. — The plaintiff built a bridge across the Ohio River between West Virginia and Ohio under a contract with the defendant, part of the consideration for his work being a "free pass over and across said bridge perpetually." A West Virginia statute, enacted later, made it unlawful for a public service corporation to receive from any person a greater or less compensation for any service than it received from any other person. The plaintiff seeks an injunction to restrain the defendant from requiring him to pay toll when crossing the bridge: (1) from the West Virginia shore; (2) from the Ohio shore. *Held*, that the bill be dismissed. *Schrader* v. *Steubenville, East Liverpool & B. V. T. Co.*, 99 S. E. 207 (W. Va.).

For a discussion of this case, see NOTES, p. 292, *supra*.

CONSTITUTIONAL LAW — MAKING AND CHANGING CONSTITUTIONS — FEDERAL AMENDMENTS — STATE REFERENDUM. — A mandumus was sought to compel the Secretary of State of the state of Washington to submit to the people the proposed Eighteenth (Prohibition) Amendment to the Federal Constitution which had already been ratified by joint resolution of the Washington legislature. An amendment to the state Constitution provided that "all acts, bills or laws" passed by the legislature should be subject to review by the electors on proper petition. The lower court ordered the writ to issue. *Held*, that this was proper. *State* v. *Howell*, 181 Pac. 920 (Wash.).

A similar mandamus was sought under the provisions of the Oregon Constitution which reserve to the people "power at their own option to approve or reject at the polls any act of the legislative assembly." *Held*, that the writ of mandamus should not issue. *Herbring* v. *Brown*, 180 Pac. 328 (Ore.).

For a discussion of these cases, see NOTES, p. 287, *supra*.

CONSTITUTIONAL LAW — TREATY-MAKING POWER — FEDERAL MIGRATORY BIRD ACTS. — After the federal Migratory Birds Act of March 4, 1913, had been declared unconstitutional as an exercise by the federal government of power reserved to the states, the federal government made a treaty with Great Britain on behalf of Canada to protect birds migrating between the United States and Canada. On July 3, 1918, Congress passed a second Migratory Birds Act, of substantially the same character as the unconstitutional Act of 1913, except that it was framed expressly to carry out the British treaty. *Held*, that the act of 1918 is constitutional. *United States* v. *Thompson*, 258 Fed. 257; *United States* v. *Samples*, 258 Fed. 479; *United States* v. *Selkirk*, 258 Fed. 775.

For a discussion of these cases, see NOTES, p. 281, *supra*.

CONTRACTS — CONSTRUCTION OF CONTRACTS — CONTRACT TO PERFORM TO SATISFACTION OF OTHER PARTY. — The plaintiff contracted to do the tile work on the defendant's new house. The contract provided that the "work must be satisfactory to the owner." The trial court found that the job was done in a workmanlike manner and was "reasonably satisfactory," though not "satis-